

92041317

FILED

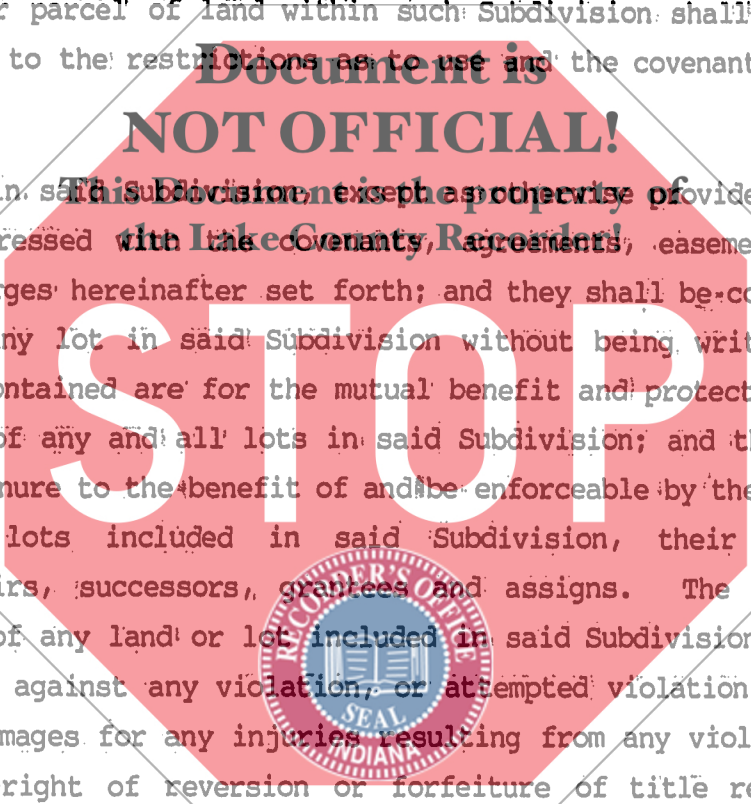
JUN 25 1992

RESTRICTIVE COVENANTS FOR STONEY RUN MANOR OPTION "A"
AN ADDITION TO LAKE COUNTY, INDIANA

Anna N. Anton
AUDITOR LAKE COUNTY

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

I, the undersigned owner of and subdivider of the real estate described in Exhibit A attached hereto and made a part hereof, which real estate has been platted and subdivided as Stoney Run Manor Option "A" Addition to Lake County, Indiana, do hereby cause the following Restrictive Covenants to be incorporated as a part of said Subdivision, all of which shall be binding upon all owners, both present and future, their heirs, devisees, legatees, and grantees and all such parties conveying or taking title to any lot or parcel of land within such Subdivision shall convey and accept such title, subject to the restrictions as to use and the covenants running with the land as follows:



All lots in said Subdivision, except as otherwise provided herein, shall be subject to and impressed with the covenants, agreements, easements, restrictions, limitations and charges hereinafter set forth; and they shall be considered a part of the conveyance of any lot in said Subdivision without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners, present or future, of any and all lots in said Subdivision; and they shall run with the land and shall inure to the benefit of and be enforceable by the owner, or owners, of any land or lots included in said Subdivision, their respective legal representatives, heirs, successors, grantees and assigns. The owner, or owners, present or future, of any land or lot included in said Subdivision shall be entitled to injunctive relief against any violation, or attempted violation of the provisions hereof, and also damages for any injuries resulting from any violation thereof; but there shall be no right of reversion or forfeiture of title resulting from such violation.

1. Land Use and Building Type. All lots shall be used for residential purposes as marked and laid out on the Plat of the Subdivision, and there shall be no resubdividing of such lots. Except as specifically provided for to the contrary herein, no buildings shall be erected, altered, placed or permitted to remain on any lot, except that one single-family dwelling, not to exceed two and one-half stories in height, with a private garage may be erected on said lots.

* as shown in Plat Book 72, page 28, in Lake County, Indiana,

00151

1800
CT

STATE OF INDIANA
LAKE COUNTY

PROCEEDINGS
JUN 25 1992
08 AM '92
FILED

2. Size and Occupancy of Dwellings. No dwelling shall be erected of less than one thousand four hundred (1,400) square feet, in case of one story or 1,200 square feet on main level if multi-level, which shall be exclusive of the garage area. Dwellings may be occupied by members of the same family, which is defined to mean one or more persons, each related to the other by blood, marriage, or legal adoption, or a group of not more than three persons not all so related, maintaining a common household in a dwelling.

3. Construction. All dwellings shall be built on site. No federal manufactured house or federal prefabricated units or similar type construction may be used without the consent of all Subdivision property owners.

4. Building Location. No buildings, which shall for all purposes herein include but not be limited to dwellings, shall be located on any lot nearer the front line or nearer to the side lines than the minimum building setback shown on the recorded Plat.

5. Lot Division. No lot shall be further subdivided or parceled or reduced in area, other than as originally recorded.

6. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. No garage, carport, driveway, or parking area on any lot may be used as a habitual parking place for commercial or junk vehicles except one business/commercial vehicle used daily as work transportation. Commercial vehicles shall include all automobiles, station wagons, trucks, and vehicular equipment which bears signs or has printed on the side of same, reference to any commercial undertaking or enterprise. Junk vehicles shall include any vehicle which requires a license to operate on, over or across any highway, road or street and which is incapable of moving under its own power. Semi tractors without trailers may be considered commercial vehicles. No person shall engage in or conduct any trade, business or profession in any structure or on any lot in the Subdivision.

7. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

8. Easements. Easements for the installation and maintenance of public utilities and sewer and drainage facilities in, over, on or under lands and lots in said Subdivision are reserved as shown on the Plat. Removal of any obstruction by a utility company shall in no way obligate the utility company for damages. No permanent buildings shall be placed on any such easement, but the same may be used for gardens, shrubs, landscaping, and any purposes that do not interfere with the use of said easement for such utility purposes.

9. Grading and Fill. Construction grading on any lot shall be done in a manner which would not cause stormwater drainage onto another owner's lot. However, this restriction shall not be construed to affect the right of natural surface drainage over other lots in this Subdivision. Filling or hauling in of any solid fill will not be permitted, except for that fill required around dwelling foundations and driveways.

10. Additional Structures. No trailer, garage, barn, shack, outbuilding, or incomplete dwelling shall be used either temporarily or permanently as a dwelling or residence. One camper trailer or horse trailer may be stored on lot. Any other equipment or camper or horse trailer, etc. must be enclosed. No unattached garage, barn, shack or other type of outbuildings shall be erected, placed or altered on any lot until the construction plans and specifications and the plans showing the location thereof shall be submitted to and approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and a finish grade elevation. No unattached garage, barn, shack or other type of outbuildings shall have a total area in excess of one thousand eight hundred (1,800) square feet.

11. Architectural Control. No buildings or structures of any kind shall be erected, placed or altered on any lot until the construction plans and specifications and the plans showing the location of the structure have been approved by the Architectural Control Committee, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. In addition, plans and specifications, and plans showing the location thereof, for the construction of driveways, culverts, pavement of any kind, or markers shall be submitted to and receive the approval of the Architectural Control Committee before any construction or installation thereof shall begin. No fence or wall shall be erected, placed or altered on any lot nearer to any

street or side lot line than the minimum building setback lines, unless similarly approved. Architectural Control Committee shall receive application a minimum of twenty-one (21) days prior to building permit request.

12. Construction Time. All external work in the construction of any building shall be completed within six (6) months from the date of issuance of building permit. An extension of this time limit may be granted for good cause shown by the Architectural Control Committee through a written application to the Architectural Control Committee from the builder or lot owner.

A. Driveways and landscaping to be installed within one (1) year of occupancy of home. An additional one (1) year extension for driveway placement will be automatically allowed upon written request for same. Driveways to be concreted, blacktopped or a surface acceptable to the Architectural Control Committee.

13. Architectural Control Committee. The Architectural Control Committee is composed of the following members: Stephen J. Tokey, III. The Committee may designate a representative to act for it. In the event of the death or resignation of a member of the Committee, the remaining member shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

14. Enforcement. In addition to any other legal rights, the owner, or owners, present or future, of any land or lot included in the Subdivision, shall have the right to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of the Covenants set forth herein, or any of them, in addition to the right to bring an ordinary legal action for damages. In no event shall the failure to enforce any violation of the Covenants set forth herein be deemed to be a waiver of the right to do so as to any similar or other violation hereof.

15. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

16. Throughout this document, the masculine gender shall be deemed to include the feminine and/or neuter, the singular the plural, and vice versa, wherever required by the context.

17. The undersigned owners of Stoney Run Manor Option "A" further declare, for the benefit of all persons purchasing lots in said Stoney Run Manor Option "A" Subdivision, that all of said lots shall be sold subject to the above and foregoing restrictions.



INB National Bank, Trustee for Land Trust #377
Stephen J. Tokar III

BY:

Donald L. Hawkins

INB TRUST #377

Donald L. Hawkins
Vice President & Trust Officer

EXHIBIT A

A parcel of land in the S.W. $\frac{1}{4}$ of Section 29, Township 34 North, Range 7 West of the 2nd P.M. in Winfield Township, Lake County, Indiana, described as follows: Commencing at the N.W. corner of said S.W. $\frac{1}{4}$; thence S 0° W along the West line of said S.W. $\frac{1}{4}$, 396.0 feet to the Point of Beginning; thence continuing S 0° W along said West line, 601.09 feet; thence N $89^{\circ}48'27''$ E, 1319.98 feet; thence N 0° E, 595.65 feet; thence N $89^{\circ}57'23''$ W, 1319.98 feet to the Point of Beginning. Containing 18.1 Acres, more or less, and subject to all legal highways and easements.



STATE OF INDIANA)

) SS:

COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, this 13th day of May, 19 92, personally appeared Donald L. Hawkins and acknowledged execution of the above and foregoing instrument to be his free and voluntary act and deed for the uses and purposes set forth therein.

WITNESS my hand and Notarial Seal this 13 day of May, 19 92.

Phyllis J. Lister
Notary Public
Document is NOT OFFICIAL!

Phyllis J. Lister

My Commission Expires:

7-2-93

Residence of County

LAKE

This Document is the property of the Lake County Recorder!

STOP



REC'D

7001 N.W.A.

This instrument prepared by:

INB Trust #377
c/o All Seasons Realty, Inc.
825 N. Indiana Avenue
Suite B
Crown Point, IN 46307